

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Ken Cohen, Assistant Town Administrator

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A resolution of the Town of Davie, authorizing the Mayor to execute the amended agreement between the Town of Davie and Nova Southeastern University for community oriented police officers.

REPORT IN BRIEF: Nova Southeastern University representatives, prior to signing the COPS contract realized one more clause was required by their attorney. The additional clause is being added states:

During the entire term of this Agreement, TOWN shall maintain commercial general liability insurance in an amount no less than one million per occurrence and one million annual aggregate. Nova Southeastern University shall be named as an additional insured on the policy. The policy shall contain a provision that the insurer will provide to Nova Southeastern University thirty (30) days prior written notice of any cancellation of or reduction in coverage. TOWN shall provide to Nova Southeastern University a certificate of insurance evidencing this coverage.

There is no additional cost to the Town to add Nova Southeastern University to our existing policy. Our insurance carrier has reviewed the contract to insure that, given the nature of the contract, it would be appropriate to add Nova Southeastern University as an additional insured on the policy.

PREVIOUS ACTIONS: This contract was originally addressed and approved at the Town Council meeting on November 20, 2001.

CONCURRENCES: N/A

FISCAL IMPACT: N/A

Has request been budgeted? N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S):

Attachment(s): Resolution

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AGREEMENT BETWEEN THE TOWN OF DAVIE AND NOVA SOUTHEASTERN UNIVERSITY FOR COMMUNITY ORIENTED POLICE OFFICERS.

WHEREAS, Town Council has shown support in the past for the community oriented police officers program; and

WHEREAS, Nova Southeastern University has committed to provide as outlined in the attached agreement, funding for the use of two community oriented police officers; and

WHEREAS, the goals and objectives of Nova Southeastern University are consistent with the Town of Davie Police Department's philosophy to encourage community policing efforts in the Town of Davie; and

WHEREAS, the agreement between the Town of Davie and Nova Southeastern University outlines the responsibilities of each agency regarding this program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie authorizes the Mayor to execute the amended agreement between the Town of Davie and Nova Southeastern University to utilize two community oriented police officers.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001.

AGREEMENT

This Agreement made and entered into this ____ day of _____, 2001 by _____ and between the TOWN OF DAVIE, Florida, a municipal corporation (hereinafter referred to as “T” and NOVA SOUTHEASTERN UNIVERSITY, a not for profit University (hereinafter referred to as “NSU”).

Witnesseth:

WHEREAS, NSU Campus is located within the corporate limits of the Town of Davie; and
WHEREAS, NSU desires TOWN to have police officers serve as community police within the campus properties; and

WHEREAS, the TOWN and NSU wish to implement the program to be funded by TOWN to provide two (2) full time police officers providing a variety of law enforcement function on NSU Campus properties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

Section 1. Duties and Responsibilities of Town.

- 1.01 TOWN shall provide two (2) police officers, assigned as Community Oriented Officers (hereinafter referred to as “COPS”) assigned to a schedule defined by the Officers’ Bargaining Agreement, for a period of four (4) years. The officers shall be provided to the NSU Campus in Davie, Florida.
- 1.02 A) TOWN shall be responsible for the control and direction of all aspects of employment of the police officers assigned to the COPS program, noting that under the terms of the Bargaining Agreement the two COP officers’ primary duty and responsibility is to provide Community Oriented Policing Services for the Town at the NSU Campus.
- 1.02 B) NSU and Police Department Supervisory personnel shall maintain a chain of communications to provide continuous feedback on program effectiveness and officer performance throughout the term of this Agreement.
- 1.03 TOWN shall insure that the exercise of the law enforcement powers by the COPS is in compliance with the authority granted by law.
- 1.04 The COPS shall not function as campus disciplinarian or security officers, nor interfere with normal disciplinary actions of the University, nor be used to witness any disciplinary procedures at the campus unless such disciplinary actions involve a violation of local or federal law.

- 1.05 The COPS shall at all times be expected to act within the scope of authority granted
- 1.06 The individuals serving as COPS may be changed during the course of this Agreement. TOWN and shifts and hours worked may be adjusted at the discretion of the Department. NSU shall be given five days prior notice of changes in assigned or adjusted shifts or hours worked.
- 1.07 The COPS shall not be required to attend extracurricular activities which are held on his/her regular work day or requires the COPS to leave his/her jurisdiction.
- 1.08 Each officer assigned to NSU, under this Agreement, will work a 40 hour work week subject to terms and conditions outlined in the officers bargaining unit contract.

Section 2. Duties and Responsibilities of NSU

- 2.01 NSU shall pay to Town during the first four (4) years of this Agreement, the \$201,000 for the first year, \$140,000 for the second year, \$144,000 for the third year, and \$148,000 for the fourth year for policing services related to the COPS.
- 2.02 At commencement of the COPS assignment to NSU, payments shall be made in a manner acceptable to the Town of Davie Finance Department and NSU.
- 2.03 NSU shall provide working space for each of the COPS assigned pursuant to this Agreement and will provide the officers with desk space and telephone access as needed by the officers.

Section 3. Term of Agreement.

- 3.01 This Agreement shall commence within a reasonable period of time agreed to by the parties. The Agreement shall have an initial term of four (4) years.
- 3.02 At the conclusion of the third (3) year, representatives of the Town and NSU will negotiate extending the Agreement beyond the fourth (4) year.

Section 4. Invalid Provision.

- 4.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed. Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder the parties hereto shall negotiate in good faith to amend the Agreement in a manner satisfactory to the parties. Failing Agreement on such amendment either party may by notice in writing, terminate this Agreement forthwith.

Section 5. Indemnification.

- 5.01 NSU agrees to indemnify and save harmless TOWN for any liability whatsoever arising out of the negligent or other wrongful acts or admission of NSU's employees or agents in coordinating the COPS officers in the performance or non-performance of their duties and obligations. TOWN agrees to indemnify and save harmless NSU of any liability whatsoever arising out of the negligent or other wrongful acts or admissions of the COPS officers as it relates to performance or non-performance under this Agreement. Nothing in this Agreement shall be construed to affect in any way the TOWN or NSU's privileges, and immunities, including sovereign immunity as provided by law as set forth in Florida Statute 768.28.

- 5.02 During the entire term of this Agreement, TOWN shall maintain commercial general insurance in an amount no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Nova Southeastern University shall be named as an additional insured on the policy. The policy shall contain a provision that the insurer will provide to Nova Southeastern University thirty (30) days prior written notice of any cancellation or reduction in coverage. TOWN shall provide to Nova Southeastern University a certificate of insurance evidencing this coverage.

Section 6. Independent Contractor.

- 6.01 TOWN is an independent contractor under this Agreement. Personnel provided by TOWN shall be employees of TOWN and subject to supervision by TOWN with coordination with NSU and not as officers, employees, or agents of NSU. Personnel policies, including but not limited to, responsibilities, social security, and health insurance employee benefits, pension plans, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of and paid by TOWN.

Section 7. Assignment.

- 7.01 Neither party to this Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

Section 8. No Waiver.

- 8.01 The failure of either party to enforce at any time any of the provisions, rights, or to exercise any elections provided, shall in no way be considered to be a waiver of such provisions, rights or elections or in any way effect the validity of this Agreement, to the maximum extent permitted by law.. The failure of either party to exercise any of its rights hereunder or any of its elections under the terms or conditions herein contained shall not prejudice it from exercising the same or any other right it may have under this Agreement irrespective of any previous action or proceeding taken by it hereunder.

Section 9. Complete Agreement.

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels and terminates any and all prior Agreements and understandings of the parties, whether written or oral, concerning the subject matter hereof.

Section 10. Choice of Law.

10.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of Florida.

Section 11. Venue.

11.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be heard and tried in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Section 12. Attorney's Fees.

12.01 If any party obtains a final judgment (after any appeals) against any other party by reason of breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.

Section 13. Notices.

13.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon receipt if mailed by certified mail, prepaid, and return receipt requested, or delivered personally with a receipt obtained upon the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service, (e.g., Federal Express) to the following person or persons at the addresses unless otherwise specified herein:

As to Town: John A. George, Chief of Police
Davie Police Department
1230 S. Nob Hill Road
Davie, Florida 33324

As to NSU: Nova Southeastern University
Attn: To be named

IN WITNESS WHEREOF, the parties hereto have duly exercised this agreement on the day of _____, 20____, at _____, Florida.

TOWN OF DAVIE, a municipal
Corporation of the State of Florida

Attest:

Russell Muniz, Town Clerk

By: _____

Harry Venis, Mayor

Approved as to form:

By: _____

Monroe Kiar, Town Attorney

NOVA SOUTHEASTERN UNIVERSITY, INC.

Attest:

(Name & Title)

By: _____

Approved as to form:

(Print Name & Title)

By: _____